TEXAG Real Estate Services, Inc. 404 W. 9<sup>th</sup> Street, Suite 201 Georgetown, Texas 78626 Phone: 512-930-5258

Fax: 512-943-4539 www.texag.com



#### **BROKER:**

Larry D. Kokel – Cell 512-924-5717 info@texag.com

#### **SALESMAN**:

Ron Leps – Cell 512-869-6766 ron@texag.com

# PROPERTY FOR SALE: 61 ACRES 1251 CR 340 Williamson County – Granger, TX

#### LOCATION:

Tract is located east of Georgetown and south of FM 971, on the west side of CR 340.

#### **LEGAL:**

61 acres out of the J. H. Tankersley Survey, Abstract No. 612, Williamson County, Texas (Exhibit A).

#### **FRONTAGE:**

The subject contains approximately 492 feet of frontage along the west side of CR 340.

#### **UTILITIES:**

Tract is served by Jonah Water SUD. Tract has one water meter on CR 340. The Jonah Water SUD map shows a 1.5-inch line on the west side of CR 340. The tract has 2 shallow water wells with condition unknown.

#### **SCHOOL DISTRICT:**

**Granger ISD** 

#### TAXES:

2020 taxes – Approximately \$1,308.41 based on WCAD. The subject property is under Ag Valuation. Any future change in use resulting in Ag Use Roll-Back will be liability of Buyer per contract. See Exhibit B.

#### **MINERALS:**

Ownership of any minerals will transfer to Buyer at time of sale.

#### LEASE:

Property is under agriculture lease (row crop) on a crop year basis at \$4,500 per year. Possession of land will be after crop harvest depending on time of closing.

#### **FLOOD PLAIN:**

Based on data obtained from the FEMA National Flood Insurance Digital Flood Insurance Rate maps for Williamson County, Texas, the tract does not contain land area within FEMA 100-year floodplain area.

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The information contained herein is from sources deemed reliable by the broker, but not guaranteed. All offerings are subject to errors, omission, prior sale, change or withdrawal without notice. In accordance with the rules promulgated by the Texas Real Estate License Act (TRELA), you are notified that the information "About Brokerage Services" form is provided herein. TexAg Real Estate Services, Inc. represents the Sellers of this property. This property is offered for sale without regard to race, color, creed, familial status, national origin, religion or handicap status.

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#### **SPECIAL PROVISIONS:**

Texas Railroad Commission maps indicate there are two gas transmission lines crossing the southeast corner of the property running in a mostly northeast/southwest direction.

House and buildings are presented as having minimum value. Condition of these buildings is unknown. Property is being offered for sale "As Is" with "As Is" clause to be included in contract.

Seller will provide Title Policy issued by Longhorn Title at 311 Talbot Street Taylor, Texas, Jamie Kaatz closing agent. Buyer is responsible for securing and paying for survey.

#### **COMMENTS:**

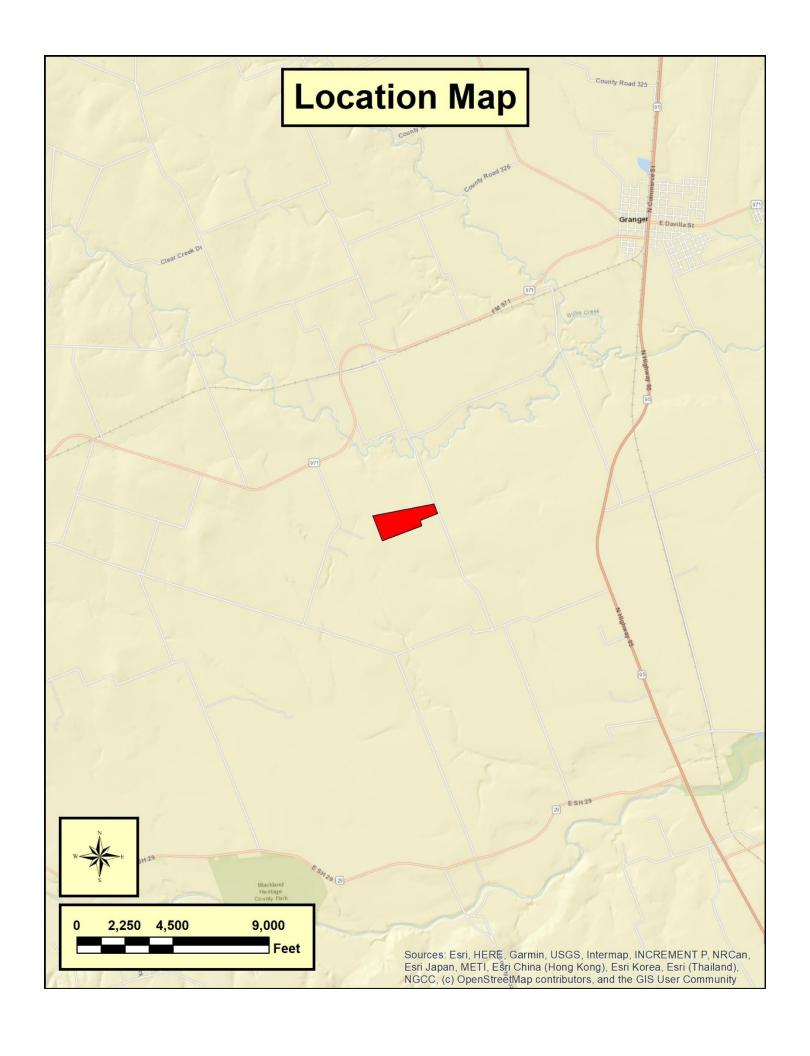
The property is situated with convenient access to FM 971, Highway 95, and Highway 29. The tract offers 492 feet of road frontage along CR 340. (See Aerial Map).

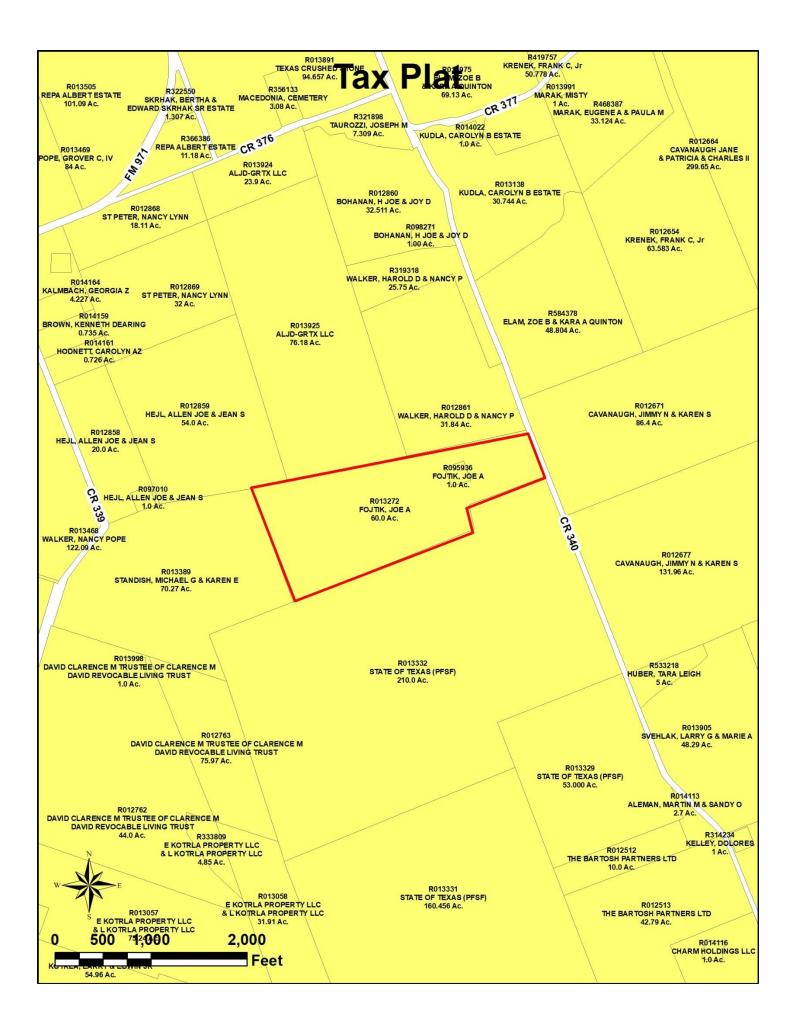
PRICE: \$1,464,000.00 or \$24,000 per surveyed acre @ 61 acres.

COMMISSION: 3% to Buyer's Broker provided Broker is identified by prospective Buyer at first showing.

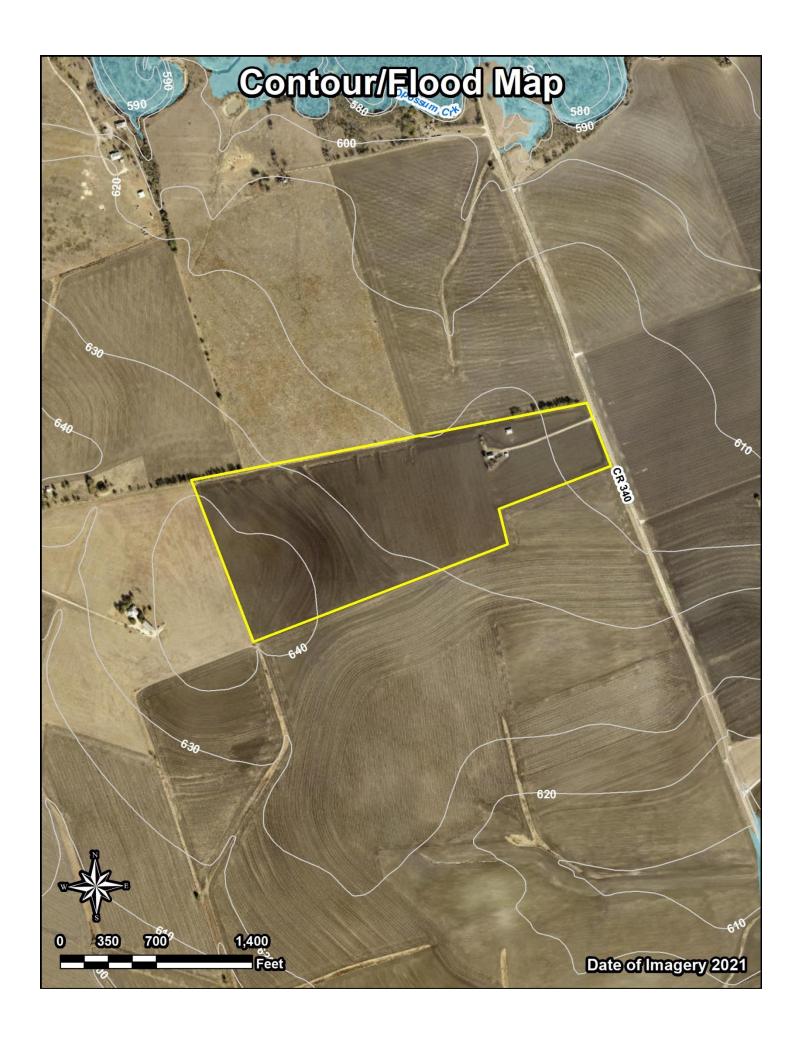
Commission to be earned and paid with acceptable contract at closing and funding.

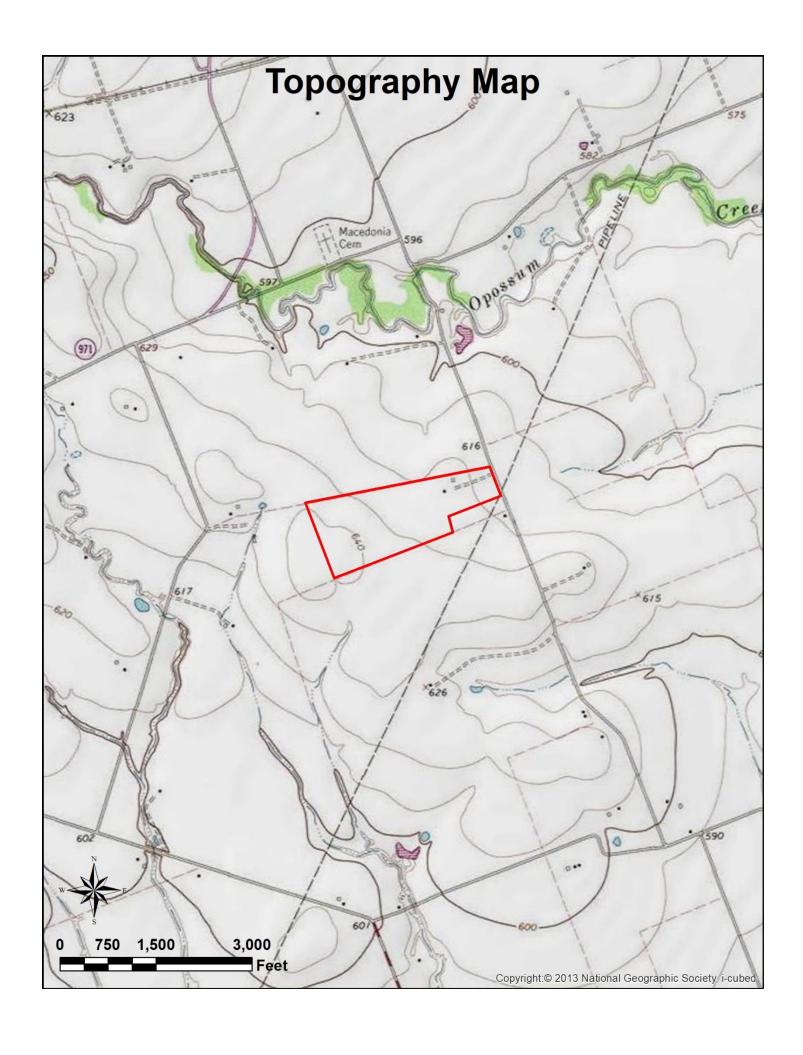
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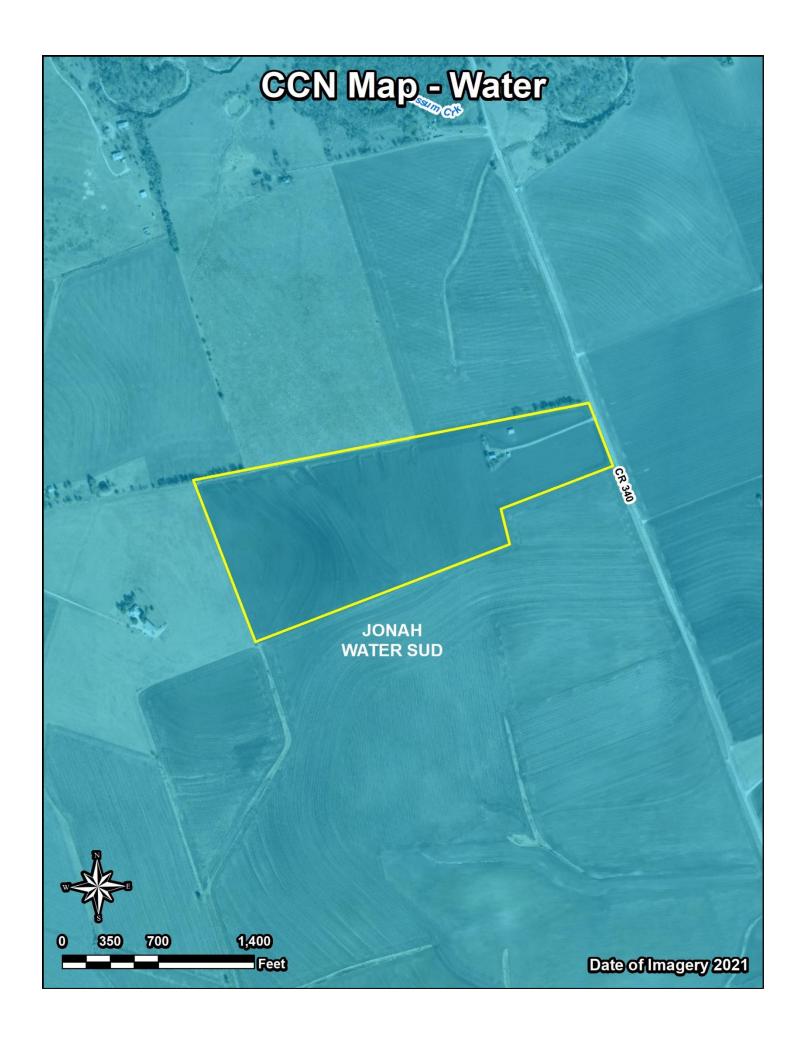


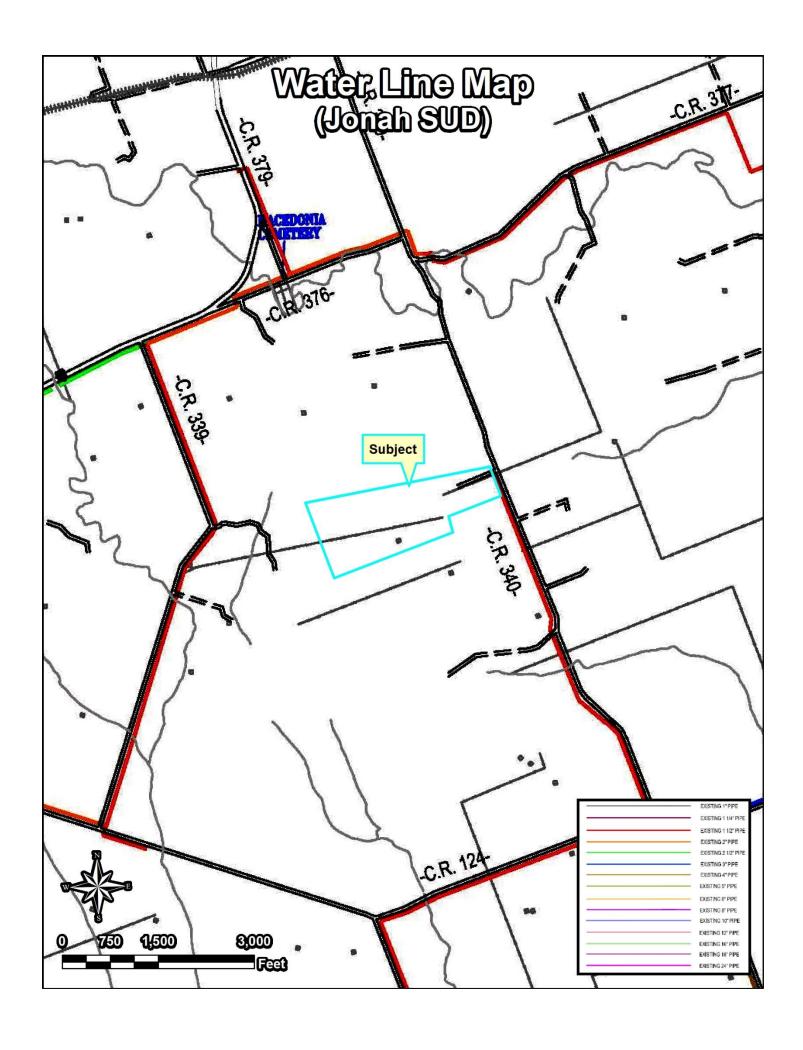


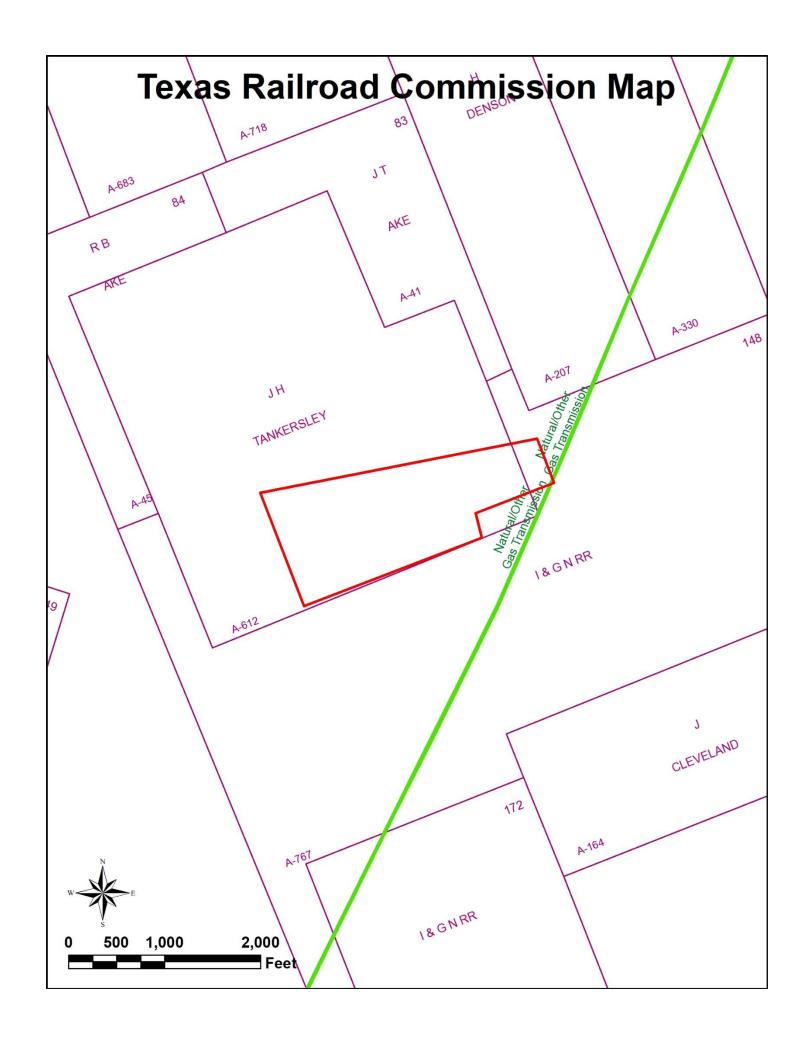




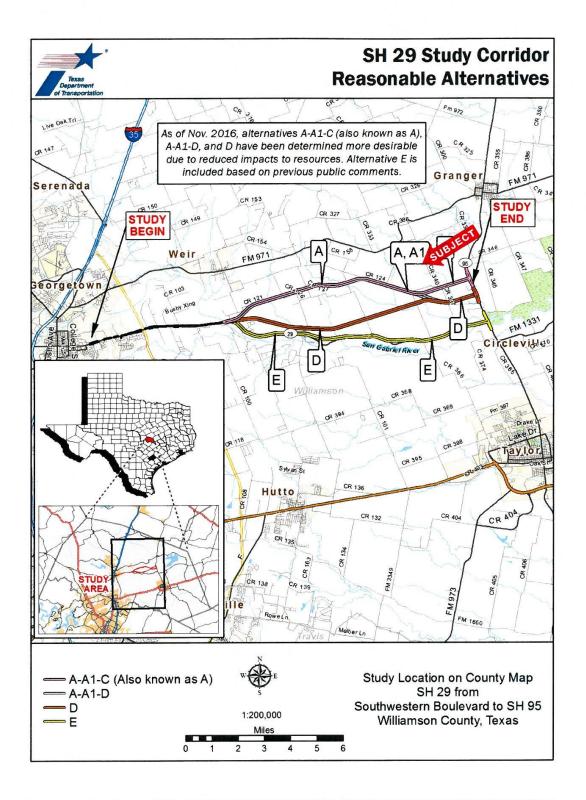












The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT.



## **Information About Brokerage Services**

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

#### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

#### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

#### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

#### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

TexAg Real Estate Services, Inc.	368153	info@texag.com	(512)930-5258
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Larry Don Kokel	216754		
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
RON LEPS	483848	RON@TEXAG.COM	(512)869-6766
Sales Agent/Associate's Name	License No.	Email	Phone
Bu	ver/Tenant/Seller/Landlord Initials	Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

TexAg Real Estate Services, Inc. 404 West 9th Street Suite 201 Georgetown, TX 78626 Phone: (512)930-5258 Fax: (512)930-5348 Untitled Larry Kokel Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

# **EXHIBIT A**

VOL 1789 PAGE 497

ELSIE POSPISIL, ET AL

WARRANTY DEED

JOE A. POJTIK

STATE OF TEXAS.

COUNTY OF WILLIAMSON.

S KNOW ALL MEN BY THESE PRESENTS:

16345

That We, ELSIE POSPISIL of Travis County, Texas, EDWIN MATYSEK and JOANNE LAND of Williamson County, Texas, and JOSIE MATYSEK of Bastrop County, Texas, not being joined herein by our spouses for the reason that the property herein conveyed constitutes no part of the homestead property claimed by us as exempt under the laws and constitution of the State of Texas, hereinafter called Grantors, for and in consideration of the sum of TEN (10.00) DOLLARS, and other good and valuable consideration cash to us paid by JOE A. FOJTIK of Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien, either expressed or implied, is retained;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JOE A. FOJTIK of Route 1, Granger, Williamson County, Texas 76530, hereinafter called Grantee, all of our undivided interest in and to the following described property, to-wit:

All that certain tract or parcel of land lying and being situated in Williamson County, Texas, being a part of the J. H. Tankersley, Survey, and being more particularly described by metes and bounds as follows, to-wit: Beginning at the SW corner of the Tankersley pre-emption, also known as the G.L. Taylor tract; thence South 71° W 714 1/2 varas to the SW corner of Ed Stearns tract; thence North 19° W with Stearns east line 455 varas to said Stearns NE Corner; thence North 81° E 1057 varas to corner, a stake in the east line of fence, also the NE corner of a 10 1/2 acre tract included in this survey; thence South 19° E 177 varas to the NE Corner of a 5 acre tract, surveyed for Smith; thence South 71° W 315 varas to said Smiths NW Corner; thence South 10 1/2° E 85 varas to the place of beginning, containing Sixty-One (61) acres of land, more or less, and being the same tract that was conveyed by Deed from Joseph Matysek, et ux to J.J. Matysek dated January 2, 1914, recorded in Volume 152, Page 403, Deed Records of Williamson County, Texas, ("Property" or "Premises").

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OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

### VOL 1789 PAGE 498

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto JOE A. FOJTIK, his heirs and assigns, and ELSIE POSPISIL, EDWIN MATYSEK, JOANNE LAND and JOSIE MATYSEK do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto JOE A. FOJTIk, his heirs and assigns forever, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to easements, restrictions, reservations, right-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 1989, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantee assumes.

EXECUTED this 8th day of June, 1989.

Elsie Pospisil

Eduin motyuk

Janne Land

JOSIE MATYSEK Mety Lek

STATE OF TEXAS,

This instrument was acknowledged before me on this the day of June, 1989 by Elsie Pospisil.

ACTURE STONE
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-31-90

Notary Public in and for The State of Texas

STATE OF TEXAS. COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 8th day of June, 1989, by Edwin Matysek.



JAMIE STONE NOTARY PUBLIC State of Texas Comm. Exp. 07-31-90

Notaty Public in and for The State of Texas

STATE OF TEXAS.

This instrument was acknowledged before me on this the Gyman day of June, 1989, by Joanne Land.



Notary Public in and for The State of Texas

STATE OF TEXAS

This instrument was acknowledged before me on this the law day of June, 1989, by Josie Matysek.



Notary Public in and for The State of Texas

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED. In the Volume and Page of the named RECORDS of Williamson County. Texas, as stamped hereon by me, on

IIIN 1 6 1989



FILED FOR RECORD
WILLIP IS MY 9 59

GOUNTY OF FREE

FILED FOR RECORD
WILLIAM IS MY 9 59

-3-

H.: 1: